

telephone number while it was on the national or a state Do-Not-Call Registry (b) as a result of purchasing that telephone number from SalesGenie.” Excluded from the Class are the persons who timely and validly requested exclusion from the Settlement Class. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all persons who satisfy the Class definition above are Settlement Class Members.

4. Persons who filed timely, completed requests for exclusion are not bound by this Final Judgment, the Final Approval Order, or any of the terms of the Settlement Agreement and may pursue their own individual remedies against Orbit. However, such persons or entities are not entitled to any rights or benefits provided to Settlement Class Members by the terms of the Settlement Agreement.

5. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all Settlement Class Members who have not timely and validly filed requests for exclusion are thus Settlement Class Members who are bound by this Final Judgment, the Final Approval Order, and the terms of the Settlement Agreement.

6. Plaintiff and all Settlement Class Members who did not properly request exclusion are hereby: (1) deemed to have released and discharged Orbit from all claims arising out of or asserted in the Action and all claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims.

7. The full terms of the Settlement Class Members’ release described in this paragraph are set forth in the Settlement Agreement.

8. The Settlement Agreement, this Final Judgment and the accompanying Final Approval Order, or the fact of the Settlement shall not in any event be construed as, offered in

evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission by any plaintiff, defendant, Settlement Class Member, or Released Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, defense, wrongdoing, any claim of injury or damages, or otherwise of such Party.

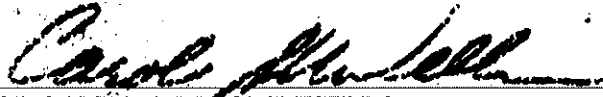
9. The Settlement Agreement, this Final Judgment and the accompanying Final Approval Order, or the fact of the Settlement shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission of any liability, fault, or wrongdoing, or in any way referred to for any other reason, by any plaintiff, defendant, Settlement Class Member, or Released Party or in any other civil, criminal, or administrative action or proceeding other than such civil proceedings as may be necessary to effectuate the provisions of the Settlement Agreement, this Final Judgment, and the accompanying Final Approval Order.

10. The Court hereby dismisses with prejudice the Action and all Released Claims against each and all Released Parties and without costs to any of the Parties as against the others.

11. Without affecting the finality of this Final Judgment, the Court reserves jurisdiction over the implementation, administration, and enforcement of this Final Judgment and the Agreement, and all matters ancillary thereto.

12. The Court, finding that no reason exists for delay, hereby directs the clerk to enter this Final Judgment forthwith.

SO ORDERED this 16th day of June, 2022.

A handwritten signature in black ink, appearing to read "Carol Sandra Moore Wells", written over a horizontal line.

CAROL SANDRA MOORE WELLS
UNITED STATES MAGISTRATE JUDGE